

U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

787792

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.* You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

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BATCH
MONTH/YEAR

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: WAGSTAFF, INC.
Address: 3910 N. FLORA RD
City, State and ZIP: SPOKANE, WA 99216
Country (if other than USA):
Telephone: 509-922-1404
Firm Identification No. (if known) 91-0722578

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in item 1a)

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Requisition/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

- ☐ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☐ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheet.
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential

☒ I (we) authorize public release of all information contained in the report and in any attached documents.

I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink Michael S. Erickson Type or print MICHAEL S. ERICKSON

Date 1/29/98

Column (2) Also enter firm identification number assigned to exporting firm, if known.
 (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request.
 (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken.
 (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).

SHEET NO. /

FORM BXA-6051P-a
 (Rev. 10-89)

U.S. DEPARTMENT OF COMMERCE
 Bureau of Export Administration

REPORTING FIRM (Name) :

WAGSTAFF INC.
N 3910 FLORA ROAD
SPOKANE, WA 99216

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Continuation Sheet)

RSN SUBSET RTP/CLASS OTHER PARTY FIN (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1) (2)	BOYCOTTING COUNTRY (3)	BOYCOTTED COUNTRY OR COUNTRIES (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)	REQUEST- ING DOCUMENT CODE (6)	DECISION ON REQUEST CODE (7)	YOUR REFERENCE NUMBER (8)	COMMODITIES OR TECHNICAL DATA (description, quality, and value to the nearest whole dollar) (9)
THIS SPACE FOR BXA USE		DUBAI	ISRAEL	10/12/97	R	T	M15640	PARTS ALUM CASTING EQUIP \$ 2868.00
		DUBAI	ISRAEL	11/14/97	R	T	M16068	PARTS ALUM CASTING EQUIP \$ 1350.25
		DUBAI	ISRAEL	11/14/97	R	T	M16068	PARTS ALUM CASTING EQUIP \$ 1350.25
		DUBAI	ISRAEL	11/15/97	R	T	M15928	PARTS ALUM CASTING EQUIP \$ 7950.50
		DUBAI	ISRAEL	11/18/97	R	T	M16196	PARTS ALUM CASTING EQUIP \$ 1851.30
		DUBAI	ISRAEL	12/2/97	R	T	M15531 M15532	PARTS ALUM CASTING EQUIP \$18,610.00
		DUBAI	ISRAEL	12/11/97	R	T	M16253	PARTS ALUM CASTING EQUIP \$24,000.00
		DUBAI	ISRAEL	12/18/97	R	T	M16385	PARTS ALUM CASTING EQUIP \$ 1245.00

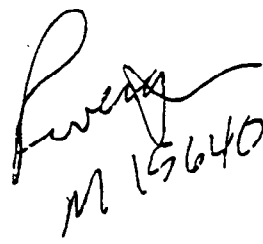
(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

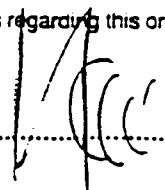
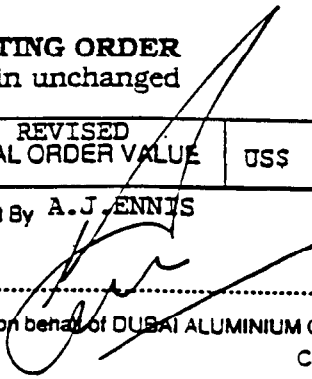

PURCHASE ORDER AMENDMENT تعديل طلب شراء

Sheet No.

To. 9833 Wagstaff Engineering Inc., N.3910 Flora Road Spokane, Washington 99216 USA Attn : Mr.Rocky Weigum	Purchase Order No.	Date Issued	
	0127651	28-Aug-97	
	Amendment No. 001	12-Oct-97	
	Delivery Required by	-	
	Mode of Shipment	-	
Vendor Ref.	-	Deliver To	-
Payment Terms	-		
Delivery Terms	-		

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

QTY	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				<u>PRICE & QUANTITY AMENDMENT</u>	
				<u>FROM</u>	
1.	10 EACH	US \$	42.10 EACH		
2.	5 EACH	US \$	138.00 EACH		
				<u>TO</u>	
1.	10 EACH	US \$	56.50 EACH		
2.	13 EACH	US \$	161.00 EACH		
				<u>INCREASE IN THE TOTAL ORDER VALUE BY THIS</u>	
				<u>AMENDMENT US \$ 1547.00</u>	
					
				NOTE : THIS IS AN AMENDMENT TO AN EXISTING ORDER All other details of original purchase order remain unchanged	

CURRENCY	US DOLLARS	REVISED TOTAL ORDER VALUE	US\$ 2868.00
For all enquiries regarding this order contact		Approved By A.J. ENNIS	
N.H. KHAN		For and on behalf of DUBAI ALUMINIUM COMPANY LTD	Continued on Sheet

CONDITIONS OF PURCHASE

1. ORDER FORMS

Qubal Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation, acknowledgement or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. ADVISE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and/or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver goods complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller or any term of the order in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the same including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

Where the parts to be delivered are to be manufactured in accordance with the Seller's designs, plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of QUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

- The Seller will indemnify the Buyer against the following:
 - Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
 - Claims in respect of death, disability, personal injury, or damage to property caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contract any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and/or its sub-contractors shall insure all contracts, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike, lockout or other cause the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

100 504-27 022 1

P. O. Box : 3627 Dubai - U.A.E
Tel. : Jebel Ali 846666
Tlx. : 47240 DALJA EM
Facsimile : 846292

RECEIVED

شركة المنسوجات والحدود
DUBAI ALUMINIUM COMPANY LIMITED

ص.ب. ٣٦٢٧ دبي - ا.ع.م
تلفون : ٨٤٦٦٦٦ جبل علي
تلكس : ٤٧٢٤٠ دلحا اي ام
ريشال تليفونية : ٨٤٦٢٩٢

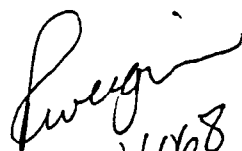
NOV 14 1997

PURCHASE ORDER طلب شراء

Sheet No. 1

To.	9833 WAGSTAFF ENGINEERING INC., N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA	Purchase Order No.	0128333	Date Issued	30-OCT-97
Vendor Ref.		Delivery Required by	*SEE DELV SCHEDULE		
Payment Terms	MAIL TRANSFER - 30 DAYS FROM RECEIPT	Mode of Shipment	BY SEA		
Delivery Terms	INCOTERMS 1990, (EXW) EX WORKS	Deliver To	SEE BELOW		

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

ITEM No.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				ATTN : MR. ROCKY WEIGUM	
1	500	FT	56-30-89	ROPE, REFRACTORY, DIA 5/8", 1500F, WAGSTAFF, PXTBE/110 PNAVO, 500 FT PER BOX	1.2500
2	15	EA	56-62-65	DAM-8", TROUGH, STARTING, PNIW8, F/HOT TOP AIRSLIP CASTING, WAGSTAFF, RR 2581	48.3500
** DELIVERY SCHEDULE **					
ITEM		DELV	QTY	DATE REQD	SHIP MODE
1		1	500	15-DEC-97	BY SEA
2		1	15	10-JAN-98	BY SEA
FOR DELIVERY PLEASE CONTACT :-					
KUEHNE & NAGEL, INC.					
7018 SOUTH 220TH STREET					
USA-KENT, WA 98032.					
TE : (206) 872-9000					
FAX: (206) 872 2133					
 M16068					

CURRENCY	US DOLLARS	TOTAL ORDER VALUE	US\$ 1350.25
For all enquiries regarding this order contact N. H. KHAN, SNR. BUYER		Approved By For and on behalf of DUBAI ALUMINIUM COMPANY LTD Continued on Sheet	



Certificate No. 953201

REVISION 0

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CONDITIONS OF PURCHASE

1. ORDER FORMS

Dubai Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation, acknowledgement or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and/or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order shall in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the contract including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

Where the parts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not be disclosed or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

- The Seller will indemnify the Buyer against the following:
 - Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
 - Claims in respect of death, disability, personal injury caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contracting whole or any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and/or its sub-contractors shall insure all contents, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockout or other, the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

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PURCHASE ORDER طلب شراء

Sheet No. 1

To. 9833 WAGSTAFF ENGINEERING INC, N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA ATTN : MR. ROCKY WEIGUM	Purchase Order No.	Date Issued
	0128060	06-OCT-97
	Delivery Required by 15-NOV-97	
	Mode of Shipment BY SEA	
Vendor Ref. C1016/970930	CONTACT BRUNNEN KUEHNE & NAGEL 7018 SOUTH 220TH STREET USA-KENT, WA 98032 TEL : 206 872 9000 FAX : 206 872 2133 TLX : 6560608892.	
Payment Terms MAIL TRANSFER - 30 DAYS FROM RECEIPT		
Delivery Terms INCOTERMS 1990,(EXW) EX WORKS		

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

ITEM No.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
1	16	EA	15-10-06	RING,GRAPHITE,STEPPED, STRAIGHT, FOR 155MM DIA UNI MOULD, WAGSTAFF, PNXC, EA PKD SEPERATELY IN THERMOCOLE & MARK BOX FRAGILE	128.0000
2	21	EA	56-60-62	PLATE, TRANS, STEPPED STRAIGHT, FOR 155MM DIA UNI MOULD, WAGSTAFF, PNT6C, EA PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD	32.5000
3	45	EA	15-10-25	RING,GRAPHITE,STEPPED STRAIGHT, FOR 229 DIA MOULD, WAGSTAFF, TYPE J, PNPZD, EA PKD SEPERATELY IN THERMOCOLE & MARK BOX FRAGILE	116.0000

Rocky Weigum
M 14928

CURRENCY	US DOLLARS	TOTAL ORDER VALUE	US 7950.50
For all enquiries regarding this order contact		Approved By	
N. H. KHAN, SNR. BUYER		For and on behalf of DUBAI ALUMINIUM COMPANY LTD	Continued on Sheet



CONDITIONS OF PURCHASE

1. ORDER FORMS

Dubai Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post if the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation, acknowledgement or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. NOTICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and/or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

Where the parts to be delivered are to be manufactured in accordance with the Seller's designs, plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be disclosed or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death, personal injury, or property damage caused by any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contracting or assign any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and/or cradling materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and/or its sub-contractors shall insure all contents, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made in person and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MAJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockout or other cause the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

1720 24-27 501

To. 9833 WAGSTAFF ENGINEERING INC, N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA ATTN : MR. ROCKY WEIGUM	Purchase Order No.	Date Issued
	0128531	18-NOV-97
	Delivery Required by 30-DEC-97	
	Mode of Shipment BY SEA	
CONTACT XXXXXXXX KUEHNE & NAGEL 7018 SOUTH 220TH STREET USA-KENT, WA 98032 TEL : 206 872 9000 FAX : 206 872 2133 TLX : 6506408892		
Vendor Ref.	C1016/971031	
Payment Terms	MAIL TRANSFER - 30 DAYS FROM RECEIPT	
Delivery Terms	INCOTERMS 1990,(EXW) EX WORKS	

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

ITEM No.	QUANTITY	UNIT	REQUISITION STOCK No	DESCRIPTION	UNIT PRICE
1	51	EA	56-60-41	PLATE, TRANSITION, STEPPED STRAIGHT, FOR 229 DIA MOULD, WAGSTAFF, PNMB0-NX, 09302758/122, EA PIECE SEPERATED BY CARDBOARD & ADEQUATELY PKD	36.3000
<div>Signature: <i>Rocky Weigum</i> Date: 11/16/96</div>					

CURRENCY	US DOLLARS	TOTAL ORDER VALUE	US 1851.30
For all enquiries regarding this order contact N. H. KHAN, SNR. BUYER		Approved By For and on behalf of DUBAI ALUMINIUM COMPANY LTD	Continued on Sheet



Certificate No. 041201

REVISION 0

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3. ADVISE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

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- In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the breach including a claim for damages where appropriate.

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7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

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The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

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- Claims in respect of death, disability, loss or damage, or injury, or death whatsoever caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

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The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

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15. INSURANCE

- The Seller and/or its sub-contractors shall insure all patterns, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

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19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

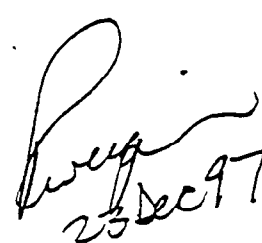
1720 1005 1005 1005 1005

PURCHASE ORDER AMENDMENT تعديل طلب شراء

Sheet No.

To. 9833 Wagstaff Engineering Inc. N.3910 Flora Road Spokane, Washington 99216 U S A Attn : Mr.Rocky Weigum	WAGSTAFF, INC.	
	Purchase Order No.	Date Issued
	0127555	19-Aug-97
	Amendment No. 001	19-Nov-97
	Delivery Required by -	
Vendor Ref. -	Mode of Shipment -	
Payment Terms -	Deliver To -	
Delivery Terms -		

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

ITEM No.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				<u>QUANTITY AMENDMENT OF ITEM NO.2</u> <u>FROM</u> <u>TO</u> 600 Each 200 Each <u>Reduction in the total order value</u> <u>by this amendment US \$ 25,100/-</u> Ref our fax no.NHK/na/5110.97 dtd 30.10.97  MISS31 MISS32 NOTE : THIS IS AN AMENDMENT TO AN EXISTING ORDER All other details of original purchase order remain unchanged	

CURRENCY US Dollar

Revised
TOTAL ORDER VALUE US \$ 18,610.00

For all enquires regarding this order contact

N.H. Khan



Certificate No. 953201

Approved By Dilip Koshy

For and on behalf of DUBAI ALUMINIUM COMPANY LTD

Continued on Sheet

CONDITIONS OF PURCHASE

1. ORDER FORMS

Dual Aluminum Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post if the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation, acknowledgement or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

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- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the goods or materials have been passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the breach including a claim for damages where appropriate.

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When the parts to be delivered are to be manufactured in accordance with the Seller's designs plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be published or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

- The Seller will indemnify the Buyer against the following:
 - Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
 - Claims in respect of death, injury, or damage caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

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The Seller shall not sub-contract any part of the order or the benefit thereof without the written consent of the Buyer.

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Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

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The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

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- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made in person and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

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These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

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1720 05 100

PURCHASE ORDER طلب شراء DEC 11 1997 Sheet No. 1

To: 9833 WAGSTAFF ENGINEERING INC, N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA		Purchase Order No. 0128604	Date Issued 26-NOV-97
Vendor Ref. SEE BELOW		Delivery Required by *SEE DELV SCHEDULE	
Payment Terms MAIL TRANSFER - 30 DAYS FROM RECEIPT		Mode of Shipment BY SEA	
Delivery Terms INCOTERMS 1990,(EXW) EX WORKS		Deliver To SEE BELOW	

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

ITEM No.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE																				
1	600	EA	56-34-34	<p>ATTN : MR. ROCKY WEIGUM *****</p> <p>EXTENDER,REFRACTORY,PYROFORM E-Z FILL,JOINT & PATCH,ALL PURPOSE,WAGSTAFF,PNWEN,1 GU/PAIL MARKED WITH MFG & EXP DATES</p> <p>** DELIVERY SCHEDULE **</p> <table><thead><tr><th>ITEM</th><th>DELV</th><th>QTY</th><th>DATE REQD</th><th>SHIP MODE</th></tr></thead><tbody><tr><td>1</td><td>1</td><td>200</td><td>30-MAR-98</td><td>BY SEA-M16253</td></tr><tr><td>1</td><td>2</td><td>200</td><td>20-JUL-98</td><td>BY SEA</td></tr><tr><td>1</td><td>3</td><td>200</td><td>20-OCT-98</td><td>BY SEA</td></tr></tbody></table> <p>RECEIVING ADDRESS : KUEHNE AND NAGEL INC. 7018 SOUTH 220TH STREET USA-KENT, WA 98032</p> <p>TELEPHONE : + 206 872 9000 TELEFAX : + 206 872 2133 TELEX : 6506408892</p> <p>REFERENCE YOUR FAX DATED 25TH NOVEMBER 1997</p>	ITEM	DELV	QTY	DATE REQD	SHIP MODE	1	1	200	30-MAR-98	BY SEA-M16253	1	2	200	20-JUL-98	BY SEA	1	3	200	20-OCT-98	BY SEA	40.0000
ITEM	DELV	QTY	DATE REQD	SHIP MODE																					
1	1	200	30-MAR-98	BY SEA-M16253																					
1	2	200	20-JUL-98	BY SEA																					
1	3	200	20-OCT-98	BY SEA																					

Rocky Weigum
M16253
23-Dec 97

CURRENCY US DOLLARS	TOTAL ORDER VALUE US 24000.00
For all enquiries regarding this order contact	Approved By
N. H. KIAN, SNR.BUYER	For and on behalf of DUBAI ALUMINIUM COMPANY LTD
	Continued on Sheet



Certificate No. 943201

REVISION 0

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All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAL" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be disclosed or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

9. PATENTS AND DESIGNS

The Seller guarantees that the sale or use of the goods or materials specified in the order will not infringe any patent design, trade mark, or trade name, and undertake to indemnify the Buyer against any claims, damages, or costs arising from an actual or alleged infringement. Such guarantee shall not apply in the case of goods made to the design of the Buyer.

10. INDEMNITY

The Seller will indemnify the Buyer against the following:

- Loss or damage or injury, or death whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to the third party, due to defective workmanship or unsound quality of goods or materials supplied.
- Claims in respect of death, damage, injury or loss caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other premises or business.

11. PRICE

The price quoted by the Seller or shown on the Buyer's official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

12. ASSIGNMENT

The Seller shall not sub-contracting or any part of the order or the benefit thereof without the written consent of the Buyer.

13. PACKING MATERIALS

Packing cases, boxes, drums and/or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer.

14. TITLE AND RISK

The title and risk in the goods or materials shall not pass to the Buyer until the goods or materials are physically delivered in good condition to the Buyer's works or to any other agreed delivery point.

15. INSURANCE

- The Seller and/or its sub-contractors shall insure all contracts, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made in person and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

16. TERMINATION

This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

17. FORCE MEJEURE

If the Buyer is prevented from taking delivery by any cause beyond its control including but without limitation any Government Act, Government Regulation, strike lockout or other cause the Buyer shall be entitled to cancel or delay the order in whole or in part.

18. LAW

These conditions and all quotations, offers and acceptances, shall be governed by and construed in accordance with English law.

19. ISRAELI CLAUSE

The Seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

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PURCHASE ORDER طلب شراء		Sheet No. 1
9833 WAGSTAFF ENGINEERING INC, N.3910 FLORA ROAD SPOKANE, WASHINGTON 99216 UNITED STATES OF AMERICA	Purchase Order No.	Date Issued
	0128775	18-DEC-97
	Delivery Required by 30-JAN-98	
	Mode of Shipment BY SEA <i>AIR</i>	
Vendor Ref.	Deliver To SEE BELOW	
Payment Terms	MAIL TRANSFER - 30 DAYS FROM RECEIPT	
Delivery Terms	INCOTERMS 1990,(EXW) EX WORKS	

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES RELATING TO THIS ORDER.
INVOICES IN DUPLICATE ARE TO QUOTE PURCHASE ORDER NUMBER AND MARKED FOR ATTENTION OF ACCOUNTS DEPT.
ONLY ONE ORDER IS TO BE COVERED BY EACH INVOICE.

EM o.	QUANTITY	UNIT	REQUISITION STOCK No.	DESCRIPTION	UNIT PRICE
				ATTN : MR. ROCKY WEIGUM	
1	400	FT	25-33-18	SEAL,BOTTOM PLATE,STRIP,RUBBER,F/PLATE 3 MOULD TABLE,WAGSTAFF,CP-OA,PN3HF	.9500
2	500	FT	56-30-89	ROPE,REFRACTORY,DIA 5/8",1500F,WAGSTAFF,PXTBE/110 PNAVO	1.2500
3	10	EA	97-35-56	MIRROR,INSPECTION,45X68MM,PLUNGER TYPE,STEEL FRAME,W/ADJ LOCK,WAGSTAFF,CP156,PN3HR RECEIVING ADDRESS : KUEHNE & NAGEL INC 7018 SOUTH 220TH STREET USA - KENT WA9 8032 PH : + 206 872 9000 FAX : + 206 872 2133 <i>Rocky Weigum</i> <i>M 16385</i>	24.0000

CURRENCY	US DOLLARS	TOTAL ORDER VALUE	US 1245.00
For all enquiries regarding this order contact		Approved By	<i>[Signature]</i>
N. H. KHAN, SNR.BUYER		For and on behalf of DUBAI ALUMINIUM COMPANY LTD Continued on Sheet	

CONDITIONS OF PURCHASE

1. ORDER FORMS

Dubai Aluminium Company Limited (hereinafter called the Buyer) will not be liable for orders unless they are issued on its printed order forms and duly signed on behalf of the Buyer.

2. ACKNOWLEDGEMENT OF ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation, acknowledgement or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

3. ADVISE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods or materials are despatched.

4. REPLACEMENT AND CANCELLATION

- If it is found on inspection, manufacture, or in use that any goods or materials supplied do not conform to the specification or sample or if the quality of the material and/or workmanship is defective or not to the Buyer's reasonable satisfaction the Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to return the goods or materials to the Seller for replacement at no cost to the Buyer.
- In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event of continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.
- Any breach by the Seller of any term of the order either in respect of time of delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer or not, entitle the Buyer at its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not so repudiated, take action in respect of the breach including a claim for damages where appropriate.

5. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment, the Seller shall notify the Buyer of any change within 14 days from receipt of the written amendment.

6. APPROVAL OF DESIGNS

Where the goods to be delivered are to be manufactured in accordance with the Seller's designs, plans or drawings or when samples are to be submitted for approval by the Buyer, the approval by the Buyer shall in no way relieve the Seller from the obligations to comply with the specification or any other requirements that may be detailed in the order.

7. GUARANTEE

The Buyer shall be entitled, without prejudice to its other rights under statute or otherwise, to require the Seller to make good by replacement or repair, free of charge any defect in or failure of the goods or materials supplied which under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

8. TOOLS AND EXCLUSIVE MANUFACTURE

All designs, drawings, specifications, technical data, samples, gauges, tools, patterns, moulds and other materials supplied or loaned by the Buyer or made expressly to the Buyer's instructions or paid for by the Buyer shall be marked "Property of DUBAI" and shall be and remain the Buyer's property and shall be returned to the Buyer on demand in good condition. Such articles shall be treated as secret and confidential and shall not, without the Buyer's consent in writing, be disclosed or disclosed to any third party or made use of by the Seller except for the purpose of interpreting and/or fulfilling the order.

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- Claims in respect of death, disability, loss or damage caused to any of the employees of the Seller, its agents or sub-contractors while in or about the Buyer's sites or works or other premises or business.

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- The Seller and/or its sub-contractors shall insure all containers, dies, tools, jigs, goods or materials that may be at their works or in transit against the loss or damage from whatever cause arising except the risks of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in such manner that the Buyer and Seller are covered during the period of manufacture, to the full value of the material in question.
- The Seller shall cause a note of the Buyer's interest in the insurance policies taken out pursuant to paragraph (a) of this Condition to be made thereon and shall produce as and when required by the Buyer the relevant policy or policies or insurance and premium receipts.

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This order may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

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